



RAYMORE PARKS AND RECREATION BOARD

AGENDA

Tuesday, March 22, 2022

7:00PM - City Hall

**Council Chambers
100 Municipal Circle
Raymore, Missouri 64083**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Personal Appearances / Presentation**
- 5. Consent Agenda.**
The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.
 - A. Park Board Minutes February 22, 2022
- 6. Staff Reports**
Recreation/Facilities Superintendent
Parks Superintendent - (*Introduction of the Park Maintenance Crew*)
Parks & Recreation Director
- 7. Unfinished Business - None**
- 8. New Business**
 - A. J&M Displays - Budget Amendment Action Item

Staff is presenting the 2022 contract extension with J&M Displays. An increase in fees is included in this year's proposal which requires a budget amendment.
 - B. Skatepark Contract Recommendation Action Item

The 2022 Capital Improvement Plan included a replacement of the current skatepark facility at Recreation park. A recommendation to award a contract for that project is before the Board.
 - C. Fertilization of City Facilities - Contract Award Action Item



Staff has competitively bid the fertilization program for City facilities which include Municipal Circle complex, Centerview and the RAC. A recommendation to award the contract is before the Board.

9. **Public Comment**
10. **Board Member Comment**
11. **Adjournment**

Items provided under "Miscellaneous" in the Park Board Packet:

- *February 22, 2022 - Work Session Notes*
- *Financial Report - As of February 28, 2022*

EXECUTIVE SESSION (CLOSED MEETING)

The Parks and Recreation Board may enter into an executive session before or during this meeting, if such action is approved by a majority of the Board present, with a quorum, to discuss:

- litigation matters as authorized by § 610.021 (1) RSMO,
- real estate acquisition matters as authorized by § 610.021 (2),
- personnel matters as authorized by § 610.021 (3), or
- other matters as authorized by § 610.021 (4-21) as may be applicable.

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting please notify this Office at (816) 331-0488 no later than forty-eight (48) hours prior to the scheduled commencement of the meeting.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, FEBRUARY 22, 2022, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Casas, Clark, Collier, Manson, Mapes, and Scott. Members Bartow and Cooper are absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation and Facility Superintendent Gibbs, and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. Park Board Minutes	January 25, 2022
B. Park Board Minutes	February 8, 2022

Motion: Member Manson moved to accept the Park Board minutes of January 25, 2022 and February 8, 2022.
Member Casas seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Gibbs highlighted his written report.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business

A. Background Screening Policy Action Item

Staff updated the Background Screening policy based on Park Board comments and presented the updated policy to the Park Board for review and approval.

Motion: Member Manson motioned to approve the updated Background Screening Policy.
Member Casas seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Eagle Scout Project Policy

Action Item

Staff updated the Eagle Scout Project policy based on Park Board comments and presented the updated policy to the Park Board for review and approval.

Motion: Member Manson motioned to approve updated Eagle Scout Project Policy.
Member Casas seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

C. Revenue Policy

Action Item

Staff updated the Revenue policy based on Park Board comments and presented the updated policy to the Park Board for review and approval.

Motion: Member Manson motioned to approve updated Revenue Policy.
Member Casas seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye

Member Scott Aye
Member Trautman Aye

D. Fees and Charges Policy

Action Item

Staff drafted a new Fees and Charges Policy providing guidance on how fees and charges are created and applied. The new policy was presented to the Park Board for review and approval.

Motion: Member Manson motioned to approve the new Fees and Charges Policy. Member Casas seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

9. Public Comments

10. Board Member Comment

Member Mapes asked for an additional opportunity to open public comments.

Motion: Member Manson moved to make an agenda change and move Public Comments back onto the agenda. Member Mapes seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

11. Public Comments

Tyler Schotts 3605 Northeast 48th Street Kansas City, Missouri.
Tyler spoke about his youth and the skate park. He offered his opinion about the plans for the new skatepark.

Bradley Cooper 106 South Lancaster Drive, Raymore, Missouri
Bradley offered his appreciation for the new skatepark plans.

12. Adjournment

Motion: Member Manson moved to adjourn the regular meeting.
Member Clark seconded the motion.

Discussion: None

Vote:	7 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Aye
	2 Absent	Member Clark	Aye
		Member Collier	Aye
		Member Cooper	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:26 pm.

Respectfully submitted,

Greta Naab

Office Assistant



STAFF REPORT

To: Park Board
From: Jimmy Gibbs, CPRP/AFO
Recreation & Facilities Superintendent
Date: March 22, 2022
Subject: Recreation & Facilities Report

Administrative Operations

- Staff booked rentals and scheduled part time staff for Centerview, both internal and paid.
- Staff gave Centerview tours and rental quotes to interested parties.

Meetings/Trainings Attended

- Office Assistant **Greta Naab**
 - Park Board Meeting March 22, 2022
- Athletic Coordinator **Todd Brennon**
 - Attended weekly coordinator meetings with Recreation Superintendent Gibbs and Recreation Coordinator Harkins.
 - Attended the monthly all-staff meeting.
 - Held coaches meeting for soccer coaches on Monday Wednesday March 7 at the RAC.
 - Attended Flag Football and Volleyball scheduling meeting on March 9 in Harrisonville.
 - Held coaches meeting for flag football coaches on Wednesday March 9 at the RAC.
 - Attended South Metro soccer scheduling meeting on Thursday March 10 via Zoom.
 - Held a referee informational meeting for volleyball on Tuesday March 15 at the RAC.
 - Held a referee informational meeting for soccer on Wednesday March 16 at Centerview.
- Recreation Coordinator **Corinne Harkins**
 - NRPA YPN monthly meeting
 - MPRA YPN monthly meeting
 - Held Staff Training for Spring Break Camps
- Recreation & Facilities Superintendent **Jimmy Gibbs**
 - Attended monthly all-staff meeting
 - Met with Communications Manager **Melissa Harmer** regarding Summer program guide and other department marketing needs.
 - Attended upcoming programming needs meeting between recreation and park staff.
 - Attended 2022 Missouri Park and Recreation Association Conference and Trade Show
 - Ongoing participation as a committee member soliciting donations for the MPRA conference and benefit auction. Final auction proceeds exceeded \$14,000 for the association.
 - Reviewed RFP in preparation for publication exclusive screen printing and embroidery services.



- Reviewed and prepared for approval the pyrotechnics agreement for the 2022 Spirit of America celebration.

Recreation Programs

- 50 plus programs running: Bunco, Bingo, Basketball
- Two dance classes running Thursdays at Centerview
- Theater class running thursdays
- Basketball and Soccer Spring Break Camps

Rentals/Events/Concessions

- Rentals/Usage

Ball Fields

-

- **Centerview**

- 1 Summit Homes Business Meeting
- 1 Bridge Club Session
- Cass County CPR Class
- Raymore Chamber of Commerce Luncheon
- Garden Club Monthly Meeting
- Arabian Horse Club Meeting
- 3 HOA Meeting
- Tri-County Art League Meeting
- 3 Celebration of Life events
- Retirement Lunch
- Military Change of Command
- Banquet for Sport Coaches
- Edwards Jones Luncheon

City Internal Usage

- Raymore Police Intel Meeting
- 2 Economic Development Meeting
- StormWater Management Plan Meeting
- Cadoret Retirement Luncheon
- 2 Architectural Interviews

Program Usage

- Theater Classes
- E-Sport Tournament
- Sport Meeting/Training
- Bunco
- Dance Classes

RAC-Paid Rentals

Paid Rental

- Church Youth Group
- Dominate Dance Recital

Program Use

- Recreation volleyball games will begin on Saturday March 26.

Shelters

- 4 Shelter Rentals

- **Special Events**

Events * Held during the Month

- Spring Craft Show
- Seasons Painting Class
- Friday Food Fest (3/25)

Upcoming

- Unicorn Day
- Easter Festival

- **Concessions**

The concession stands at Recreation Park are in the process of being Dewinterized for the spring opener on April 2.

Sports (Adult)

- Winter
 - Registration has opened for adult softball and adult volleyball during the spring seasons.
 - 5 teams are currently registered for the spring softball season. Deadline to register is Friday March 18.
 - No volleyball participants registered for the spring adult open play season.

Sports (Youth)

- Spring
 - Volleyball practices began the week of March 7.
 - Games will begin Saturday March 26.
 - 169 players registered for the spring volleyball season. That is an increase of 43 participants from the 2021 spring volleyball season.
 - Youth Volleyball Warm-up took place on Saturday March 5..
 - Volleyball Warm was led by Metropolitan Community College Head Volleyball Coach Rob Kaleikau.
 - 35 players registered for the program. Last season the program was unable to run due to insufficient registration numbers.
 - Youth Soccer practices began the week of March 14.

- Soccer games will begin on Saturday April 2.
- 332 players registered for the spring soccer season. That is an increase of 90 participants from the 2021 spring soccer season.
- 28 registered participants for social soccer.
- Practices for social soccer will begin the week of March 28.
- Youth Flag Football practices began the week of March 14.
 - Flag Football games will begin on Saturday April 2.
 - 149 players registered for the spring flag football season. That is an increase of 35 players from the 2021 spring flag football season
 - 2 Independent flag football teams registered for the spring flag football season.
- Youth Baseball/Softball registration deadline is set for Friday March 25.
 - 312 players are currently registered for the recreational season.

Sports (Tiny)

- Spring
 - Tiny Soccer will begin on Thursday April 21 and Saturday April 23.
 - 63 children are currently registered for the spring tiny soccer program.
 - All tiny soccer sessions are full.
 - Tiny Tee Ball will begin on Thursday June 2 and Saturday June 4.
 - 63 children currently registered for the spring tiny tee ball program.
 - All tiny tee ball sessions are full.

STAFF REPORT

To: Park Board
From: Steve Rulo
Parks Superintendent
Date: March 22, 2022
Subject: Parks and Maintenance Report

Park Operations

- Superintendent Rulo has attended several Pre-Bid, and Bid Openings.
- Staff has taken down the skate rink and it is stored in the Station House.
- Staff have continued to trimmed and cut trees along the ditch area in Memorial Park.
- Staff has prepped the soccer and flag football fields and painted them.
- Staff has helped out with plowing on snow events.
- Sidewalks have been kept clear during snow events.
- Staff has cleaned and prepped the restrooms within the Parks for opening on March 21st.
- Staff received the Zero Turn Mower for this year.
- Staff has continued to add infield fines to the ball fields and reset the base anchors. The bases are out on all fields and ready for practice.
- Parks Superintendent attended the MPRA Conference in Springfield. The conference had some good educational classes that were attended.
- Staff has put up new sponsorship banners along the soccer fields.
- Staff started to prep the sunflower field in Moon Valley.
- Parks Superintendent met with Blue Cedar for the pre-construction meeting for the landscaping around Centerview.
- Staff repaired the wall at the RAC and painted it.
- Staff met to go over upcoming special events and to go over the new location of the Easter Event.

Monthly Highlights

- Development Services and Parks and Recreation Staff met to review changes to the land use plan map and future trails map as part of the work on the City Comprehensive Plan.
- Parks Maintenance crews converted T.B. Hanna Station from winter park operations to summer operations. Work included the breakdown and storage of the Ice Rink at T.B. Hanna Station and converting the Depot into a picnic shelter.
- Recreation Coordinator Corinne Harkins hosted the Spring Craft Show on Saturday, March 12 from 10 a.m.-2 p.m. at the Raymore Activity Center. Over 35 vendors were part of this year's event.
- Several Projects within the Capital Improvement Program or associated with the 2020 No Tax Increase GO Bond projects were active this month.
 - ◆ Skate Park Replacement - In March Park Board will approve a contract that replaces the old amenity at Recreation Park.
 - ◆ Amphitheater Sight & Sound - Parks and Recreation Director Nathan Musteen and Communications Manager Melissa Harmer worked with audio/video consultants to identify the proper equipment. The equipment was purchased in March.
 - ◆ Hawks Nest All-Inclusive Playground - Staff and contractors began coordinating schedules and placed the order for the equipment.
 - ◆ Centerview Phase II - Construction on the boardwalk and trail continues as weather allows. The general landscaping services around the facility began.
 - ◆ West Hawk Ridge Park Improvements - Proposals are due on March 23.
 - ◆ Amphitheater Improvements - Design continues with CFS Engineering. Parks and Recreation Director Nathan Musteen met with consultants on the design of the plaza entrance area.
 - ◆ Interviews for consulting firms for the Centerview Stormwater Improvements and the expansion of the Raymore Activity Center were held in March.



Missouri Parks and Recreation Association - 2022 Conference

Parks and Recreation Director Nathan Musteen, Recreation Superintendent Jimmy Gibbs, Parks Superintendent Steve Rulo and Athletic Coordinator Todd Brennon attend the 2022 MPRA Conference in Springfield, Missouri. Parks and Recreation Director Nathan Musteen participated in a three panel presentation on the award winning T.B. Hanna Station project highlighting the all-inclusive playground and sprayground and overall renovation of the park. Natalie Mackay of Unlimited Play and Todd Polk of CFS Engineers assisted Musteen in telling the story of T.B. Hanna Station.



WE ARE HIRING! Flexible hours, fun atmosphere, great part-time job for anyone 16 years or older.

- Concessions Attendants
- Site Supervisors
- Summer Camp Counselors
- Summer Park Seasonals
- Sports Officials and Referees



We are always looking for Program instructors - got a special skill, talent or desire to teach? Call the Parks and Recreation office for more information on how to offer your program to everyone.

Facility Use for the Month

Centerview

- 1 Summit Homes Business Meeting
- Cass County CPR Class
- Garden Club Monthly Meeting
- 3 HOA Meeting
- 3 Celebration of Life events
- Military Change of Command
- Edwards Jones Luncheon

City Internal Usage

- Raymore Police Intel Meeting
- 2 Economic Development Meeting
- StormWater Management Plan Meeting
- Cadoret Retirement Luncheon
- 2 Architectural Interviews

Raymore Activity Center

- Church Youth Group
- Dominate Dance Recital

- 1 Bridge Club Session
- Raymore Chamber of Commerce Luncheon
- Arabian Horse Club Meeting
- Tri-County Art League Meeting
- Retirement Lunch
- Banquet for Sport Coaches

Program Usage

- Theater Classes
- E-Sport Tournament
- Sport Meeting/Training
- Bunco
- Dance Classes

Picnic Shelters

- 4 Shelter Rentals

Upcoming Events & Activities

Mark your calendars!

March 24: [Friday Food Fest](#)

April 9: [Raymore Unicorn Day](#)

April 16: [Raymore Easter Festival](#)

May 7: [Touch A Truck](#)

Raymore Parks & Recreation presents

Raymore Unicorn Day



Saturday, April 9 // Noon-1:30 p.m.
Memorial Park Lions Shelter

Fee // \$15 per child, + optional add-on of \$10 for Stuff 'n' Fluff unicorn station

Learn more and register by March 25, 5 p.m., at www.raymore.com/parks
Questions? Email CHarkins@raymore.com or call 816-322-2791.



RAYMORE
parks & recreation

**FRIDAY
FOOD
FEST**

March 25
6-8:30 p.m.
Recreation Park

FOOD TRUCKS **LIVE MUSIC** **FAMILY FUN**



EASTER FESTIVAL

NEW LOCATION!

Saturday, April 16
RECREATION PARK
BASEBALL FIELDS
1011 S. Madison St.



TOUCH A TRUCK

May 7 // 9 a.m.-noon
9-10 a.m. sensory friendly hour
Recreation Park

Free open house of large vehicles and equipment trucks! Get up close and personal with fire trucks, dump trucks, lift trucks, earth movers and more. Give aways for children while supplies last. Children and adults with sensitivities to loud noises are invited to join us during the 9-10 a.m. sensory friendly hour!

RAYMORE
parks & recreation



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Jimmy Gibbs
Date: March 22, 2022

<input type="checkbox"/>	Discussion Item	X	Action Item
<input type="checkbox"/>	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Budget Amendment - J&M Displays
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Background / Justification:

In early February 2022, we received notification from J&M Displays that our July 1, 2022 pyrotechnics show would experience a price escalation of approximately 33%. This escalation is due to significant increases in tariffs on goods from China, shipping costs and product prices brought on by the global pandemic.

To receive a show comparable to what Raymore enjoyed in 2021 (16 minute show and same shell count and size), a cost increase of \$5,350 is required. This cost increase brings the 2022 show price to \$21,350 from \$16,000 previously.

Our contract with J&M Displays was for a single year beginning in 2020. Additionally, the City enjoys the right to negotiate two (2) additional one-year renewal periods. This currently places the City and J&M Displays in a negotiation period for the show contract in 2022.

Staff requested alternative options from J&M Displays to detail a show keeping the original budget and size of shells, and options for the original budget with fewer and smaller shells. These options are detailed in the table below. Option "B" significantly reduces the length of the show. Option "C" reduces the length of the show and reduces the size and height of shells. Our show has typically been a minimum of 16 minutes with a maximum of 3 seconds between shells.

	<u>2021 Contract</u>	<u>Option A</u> 2022 Same Shell Count as 2021 Contract	<u>Option B</u> 2022 Same Budget as 2021 Contract	<u>Option C</u> 2022 Same Budget as 2021 Contract, but Smaller/Fewer Shells
Grand Total Shells	828	828	594	664
Show Price	\$ 16,000.00	\$ 21,350.00	\$ 16,000.00	\$ 16,000.00



Staff also contacted two other pyrotechnic show providers for comparisons. Neither would give estimates for a show without responding to a formal RFP including a site visit. However, both did say their costs on individual items has increased in a range of 25% to 50% per item. One noted that some items are no longer available at all from their suppliers.

Staff is requesting a budget amendment in the amount of \$5,350 to increase the funding for the 2022 event.

Financial Impact:

Amount of Request:	\$5,350
Amount Budgeted:	\$16,000
Total:	\$21,350
Funding Source/Account#:	Fund 25/ 25-25-9847-0000

Staff Recommendation:

Staff recommends approval.

Attachments:

1. J&M Display - 2022 Agreement
2. Bill 3702 - Budget Amendment
3. Fund 25 Balance Sheet

BILL 3702

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE 2022 SPIRIT OF AMERICA CELEBRATION.”

WHEREAS, the Parks and Recreation Department provides the residents and surrounding community and annual fireworks display, and;

WHEREAS, the Parks and Recreation Department will provide the 2022 display on July 1, and;

WHEREAS, an additional \$5,350 is required to offset rising costs for providing this year’s display.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed to amend the FY 2022 Budget to reflect the following:

Fund	Budgeted	Amended	Change
Park Fund (25)	\$16,000	\$21,350	\$5,350

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF MARCH , 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

- Councilmember Abdelgawad
- Councilmember Barber
- Councilmember Berendzen
- Councilmember Burke III
- Councilmember Circo

Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



FIREWORKS DISPLAY AGREEMENT



THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____, 20____ at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ _____ in full by _____ (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller’s negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller’s applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller’s liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Ted Kallhoff
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

Parks and Recreation (25)

	2018-19 Actual	2019-20 Actual	2020-21 Council Adopted	2020-21 Council As Amended	2020-21 Projected	2021-22 Department Requested	2021-22 City Manager Proposed	2021-22 Council Adopted
Fund Balance								
Beginning of Year	461,537	461,351	337,272	431,008	431,008	471,862	471,862	471,862
Revenue Parks								
Property Taxes	403,678	424,420	434,873	434,873	445,579	453,391	453,391	453,391
Miscellaneous Revenues	27,053	11,903	11,500	11,500	26,655	12,679	12,679	12,679
Park Revenues	5,588	4,818	7,350	7,350	10,500	12,275	12,275	12,275
Transfer from General Fund	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Transfer from VERP			56,192	56,192	56,192	-		
Transfer from Parks Sales Tax Fund	350,000	375,000	400,000	400,000	400,000	350,000	350,000	350,000
Revenue Recreation								
Miscellaneous							-	
Programs	255,232	140,320	211,970	211,970	176,938	227,250	227,250	227,250
Facility Rental Revenue	25,304	2,662	32,900	32,900	22,000	51,850	51,850	51,850
Concession Revenue	53,743	19,458	65,000	65,000	40,000	60,000	60,000	60,000
Revenue Centerview								
Facility Rental Revenue	47,390	31,013	62,125	62,125	38,000	63,875	63,875	63,875
Program Revenue	4,095	1,815	6,600	6,600	3,000	9,600	9,600	9,600
Revenue The RAC								
Miscellaneous	174	1,107	2,700	2,700	1,000	1,500	1,500	1,500
Concession Revenue	2,400	800	5,400	5,400	1,200	4,000	4,000	4,000
Facility Rental Revenue	3,968	9,583	9,325	9,325	27,550	24,825	24,825	24,825
Program Revenue	147,000	129,250	179,740	179,740	197,550	197,590	197,590	197,590
Total Revenue	1,425,624	1,252,148	1,585,675	1,585,675	1,546,164	1,568,835	1,568,835	1,568,835
Total Fund Bal & Revenues	1,887,161	1,713,499	1,922,947	2,016,683	1,977,172	2,040,697	2,040,697	2,040,697
Expenditures Parks								
Personnel	479,271	556,989	626,591	627,247	627,247	643,737	643,737	643,737
Commodities	19,670	20,946	21,710	21,710	20,956	25,385	25,385	25,385
Maintenance & Repairs	50,886	48,215	45,750	46,150	46,087	50,400	50,400	50,400
Utilities	40,910	45,993	49,059	49,059	49,059	49,119	49,119	49,119
Contractual	76,481	71,149	73,689	73,689	72,580	76,895	76,895	76,895
Capital Outlay	-	-	3,500	3,500	3,500	4,900	4,900	4,900
Transfers/Miscellaneous	48,366	50,650	62,060	62,060	62,060	41,902	41,902	41,902
Expenditures Recreation								
Personnel	434,739	168,307	179,461	180,117	180,117	187,277	187,277	187,277
Commodities	6,087	1,228	6,050	6,050	6,429	7,450	7,450	7,450
Contractual	186,558	90,074	137,628	137,628	131,152	146,037	146,037	146,037
Capital Outlay			-	-	-	-	-	-
Expenditures Centerview								
Personnel	168	25,064	57,372	57,372	57,372	57,386	57,386	57,386
Commodities	2,038	2,490	2,396	2,396	2,396	2,396	2,396	2,396
Maintenance & Repairs	434	183	2,000	2,000	2,000	2,200	2,200	2,200
Utilities	11,032	10,105	10,668	10,668	10,668	10,668	10,668	10,668
Contractual	10,063	23,067	20,346	20,346	19,746	23,456	23,456	23,456
Expenditures RAC								
Personnel	239	124,195	149,503	149,503	149,503	152,881	152,881	152,881
Commodities	4,794	4,416	6,830	6,830	6,530	7,610	7,610	7,610
Maintenance & Repairs	431	22	1,800	1,800	1,800	2,550	2,550	2,550
Utilities	15,521	12,213	11,640	11,640	11,640	11,640	11,640	11,640
Contractual	38,121	27,185	57,902	57,902	44,469	58,702	58,702	58,702
Total Expenditures	1,425,810	1,282,490	1,525,954	1,527,666	1,505,311	1,562,589	1,562,589	1,562,589
<i>Net Revenue over Expenditures</i>	<i>(186)</i>	<i>(30,343)</i>	<i>59,721</i>	<i>58,009</i>	<i>40,853</i>	<i>6,246</i>	<i>6,246</i>	<i>6,246</i>
Fund Balance (Gross)	461,351	431,008	396,993	489,017	471,862	478,108	478,108	478,108
<i>Less: Reserve Balance</i>	<i>285,162</i>	<i>256,498</i>	<i>305,191</i>	<i>305,533</i>	<i>301,062</i>	<i>312,518</i>	<i>312,518</i>	<i>312,518</i>
Available Fund Balance - End of Year	176,189	174,510	91,803	183,484	170,800	165,590	165,590	165,590



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: March 22, 2022

<input type="checkbox"/>	Discussion Item	<input checked="" type="checkbox"/>	Action Item
<input type="checkbox"/>	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Award of Contract - American Ramp Company

Background / Justification:

The FY22 Capital Improvement Plan calls for the replacement of the skatepark currently located at Recreation Park near the Public Works facility.

In January, staff submitted a request for proposals (RFP) for a new skatepark to be relocated near the Raymore Activity Center in the old park house location.

Two proposals were received. The Park Board met on February 22 and reviewed the proposals. Staff conducted a matrix review of the proposals and requested a few items of additional information from each vendor.

Staff recommends award of contract to American Ramp Company.

Financial Impact:

Amount Requested: \$255,000
Amount Budgeted: \$225,000
Funding Source/Account#: Park Sales Tax - Fund 47

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Matrix Score Sheet
2. Bill 3703
3. Contract
4. Proposal & documents

Raymore Skate Park Decision Matrix

Objectives / Criteria / Strategies

(rank using 1-3 with 3 being the highest)

Cost

- Low Project Cost to Design and Build
- Low Future Maintenance Cost
- Longevity of System
- Warranty of Materials / Structures
- Warranty of Labor

The Plan

- Phase I - is it a complete project, able to stand alone
- Use of space provided
- Skate Features - Blend of ramps, rails, ledges, and steps
- Use of signage, art and/or logo to theme area

Site Features

- Accessibility / Shade
- Gathering Area
- Infrastructure Provided (Electricity, Water Bottle Filler)
- Connectivity to pedestrian/bicycle routes
- Connectivity to parking

Submittal

- Quality of submittal (describing components to design)
- Master plan concept (Phase I & II Combined)
- Phasing - Ability to be implemented over time
- Flexible in design changes within budget constraints
- Project References

- Customer Service Experience
- User Review (Local skaters)

Factor of Importance

American Ramp Company

Musselman & Hall

3	3	9	3	9
3	3	9	3	9
3	3	9	3	9
3	3	9	3	9
3	3	9	3	9
3	2	6	3	9
2	2	4	2	4
3	3	9	3	9
1	2	2	3	3
2	2	4	1	2
3	2	6	3	9
3	2	6	3	9
2	3	6	3	6
1	3	3	3	3
3	2	6	3	9
2	3	6	3	6
3	3	9	3	9
3	3	9	2	6
3	3	9	1	3
3	3	9	2	6
3	3	9	2	6

Subtotal: 56 148 55 144

BILL 3703

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AGREEMENT WITH AMERICAN RAMP COMPANY TO CONSTRUCT A NEW SKATEPARK IN THE AMOUNT OF \$225,000.”

WHEREAS, the FY2022 Capital Improvement Plan calls for the replacement of the skatepark, and;

WHEREAS, the current skatepark facility is older and in need of replacement, and;

WHEREAS, staff has selected the American Ramp Company through the competitive bidding process.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is directed and authorized to enter into an agreement with American Ramp Company for construction of a skatepark at Recreation Park.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF MARCH , 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III

Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

**SKATE PARK REPLACEMENT
DESIGN/BUILD**

This Contract for _____, hereafter referred to as the **Contract** is made this ____ day of _____, 2022, between American Ramp Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 601 S. McKinley Ave., Joplin, MO 64801, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-391-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage

requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 90 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$225,000.00.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this

contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 28) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right

to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or email to the Contractor.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or unsatisfactory services.

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2016 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with the bid specifications.

ARTICLE XI REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the

Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;

- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages

of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

AMERICAN RAMP COMPANY

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

SKATE PARK REPLACEMENT DESIGN/BUILD

ANTICIPATED SCOPE OF SERVICES/PROJECT BACKGROUND

The City of Raymore, Missouri is requesting proposals from responsible firms or individuals to provide professional services for the design, project administration, and construction of a new skate park. The location of the new skate park facility will be moved from its current location to a more open area with parking and utilities available at 909 South Madison in the location of the old Park House. The intent is to maximize the use of the space, utilize the available utilities and parking while adhering to industry standards and best practices related to components and attributes. The following project scope shall be a design/build concept to be provided by respondents.

The Park Board is very interested in producing the best possible skate park as the current facility is extremely popular. The Park Board is also concerned that the facility not exceed budget constraints and be constructed within deadline dates given to contractors.

The selected firm is expected to utilize all options and resources available to provide a concept that is focused on skateboarding, but allows the potential impact of a mixed use public skatepark, an engaging and aesthetically pleasing design; providing community outreach; identifying features to mimic natural street-skating and skatepark environments and providing a comfortable spectator environment. The firm should show past experience designing a facility and exploring all possible types of construction materials and providing potential phasing of the project based on available funding for the Project.

General planning goals and specific design requirements associated with this project are listed as follows:

Skate Park Design Requirements:

- Design and construction for a community wide skate park facility to serve skaters of various ages, abilities and skill levels.
- Final design must be a multi-use facility that is designed for skateboards but can accommodate inline skates, bicycles, etc. and plan for expansion within the available space and location.
- The Project must meet the safety standards for the latest skatepark design principles for skateboarders, scooters, and BMX riders to develop their skills.
- The size will be determined during the design process, but shall be in the range of 7,000 to 12,500 sq. ft. depending on the layout and cost.

- All recognized methods of formal skate park construction (concrete, steel, composite, etc.) should be fully explored throughout the design process. Our intent is to explore opportunities for poured-in place concrete, precast concrete, new modular units and utilization of equipment at our current facility that is safe and can be relocated. Final design will be determined during the design process.
- Elements to consider for inclusion but not limited to: Quarter pipe, cradle, bowl, handrails, banks, ledges, manual pads, jersey barrier, ramps (straight and curved), jumps, steps (multiple locations & heights), transition areas and ledges.
- Site features to consider: bleacher/spectator area(s), park benches, picnic tables, bottle filler fountain with hose spigot, shade structures, bike rack and permanent trash receptacles.
- Relocation and installation of a public art piece located at the current facility.
- Installation of an electrical panel with a minimum of 60 amps including 4 outlets and a keyed locked housing.
- Use of current trees and/or planting of trees for shade and a landscape border should be considered as part of the plan. Removal of trees for site design and construction is acceptable with authorization of the Parks and Recreation Director.
- Work with staff to provide a concept/layout plan to be presented to the Parks and Recreation Board in a work session environment.
- Provide a minimum of one top elevation drawing and one three-dimensional drawing of the final plan/layout approved by the Parks and Recreation Board. A site plan must be approved by the Planning and Zoning Commission.
- Perform all site-related land, topographic and soils surveys/research as necessary in order to formulate appropriate facility design, location, grade, and other infrastructure cost considerations and recommendations.
- Facility project budget of \$225,000.00 cannot be exceeded. Budget should be based upon overall project needs and considerations from design through and including all construction. Design process should anticipate and identify all necessary construction and development costs for the site.
- Skate Park facility to be open to walk-up traffic (unsupervised). No admission fee anticipated for this facility.
- No fencing is required.
- Facility to be fully constructed and operational by July 1, 2022.

CONSTRUCTION SCHEDULE AND COMPLETION DATES

The successful firm will be responsible for the schedule, coordination, and inspections of the project working with the Director of Parks & Recreation. Completion shall be by July 1, 2022.

- January: Notice of Award is projected to be late February, 2022.
- February: Notice to Proceed is projected to be late March, 2022.
Both the Park Board and City Council must approve the award.
- March: Plan Review in a work session and approval of Park Board
- April: Planning and Zoning site plan review
- April: Construction
- July: Completion shall be by July 1, 2022

Working directly with participating entities/stakeholders, the successful firm will need to proceed expeditiously and successfully through the following phases associated with development of the community skate park facility to meet the desired date of completion:

1. Design Development Phase
2. Approval Process (Park Board, Planning and Zoning)
3. Construction

ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 22-391-201

Appendix B
General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2022.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may

be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall they be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

W. Rejection of Bids

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

X. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Y. American Products

Pursuant to RSMo 34.353 for Contracts over \$25,000, any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

Z. Affidavit of Work Authorization and Documentation

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A
RFP 22-391-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Nathan Bemo having authority to act on behalf of (Company name) American Ramp Company do hereby acknowledge that (Company name) American Ramp Company will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: American Ramp Company

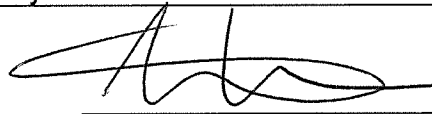
ADDRESS: 601 S. McKinley Ave.
Street

ADDRESS: Joplin MO 64801
City State Zip

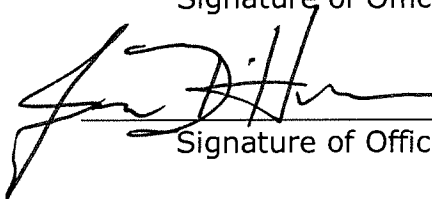
PHONE: 417-206-6816

E-MAIL: evan@americanrampcompany.com

DATE: February-08-2022
(Month-Day-Year)

 President
Signature of Officer/Title

DATE: February-08-2022
(Month-Day-Year)

 Vice President
Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

PROPOSAL FORM B

RFP 22-391-201

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No X
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No X
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No X
6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No X
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No X
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No X

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

_____ Yes X No *If yes, provide details in an attachment.*

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

_____ Yes X No *If yes, provide details in an attachment.*

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm possesses all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 22-391-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	City of Holmes Beach, Florida
ADDRESS	5801 Marina Drive, Holmes Beach, FL 34217
CONTACT PERSON	Lynn Burnett
CONTACT EMAIL	cityengineer@holmesbeachfl.org
TELEPHONE NUMBER	941.526.3375
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$150,000, 2020

COMPANY NAME	City of Fort Atkinson, Wisconsin
ADDRESS	101 North Main St., Fort Atkinson, WI 53538
CONTACT PERSON	Scott Lastusky
CONTACT EMAIL	slastusky@fortatkinsonwi.net
TELEPHONE NUMBER	920.563.7781
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$285,000, 2020

COMPANY NAME	City of Auburn, Alabama
ADDRESS	144 Tichenor Ave, Ste.1, Auburn, AL 36830
CONTACT PERSON	Rebecca Richardson
CONTACT EMAIL	brichardson@auburnalabama.org
TELEPHONE NUMBER	334-501-2931
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$300,000, 2019

COMPANY NAME	City of Norman, Oklahoma
ADDRESS	201-C West Gray, Norman, OK 73070
CONTACT PERSON	James Briggs
CONTACT EMAIL	james.briggs@normanok.gov
TELEPHONE NUMBER	405.226.0016
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, Pro Series Halfpipe, \$970,000, 2020

COMPANY NAME	Borough of Quakertown, Pennsylvania
ADDRESS	35 N. Third Street, Quakertown, PA 18951
CONTACT PERSON	Courtney Boehm
CONTACT EMAIL	c.boehm@quakertown.org
TELEPHONE NUMBER	215.536.5001 x122
PROJECT, AMOUNT AND DATE COMPLETED	Pour-In-Place Concrete Skatepark, \$590,000, 2020

State the number of Years in Business: 23

State the current number of personnel on staff: 140

PROPOSAL FORM D

RFP 22-391-201

Proposal of American Ramp Company, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as American Ramp Company (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-391-201- Skate Park Replacement.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-391-201

SKATE PARK REPLACEMENT DESIGN/BUILD

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	1	1	11,250	\$ 11,250.00
Design	1	1	5,000	\$ 5,000.00
Equipment (move/reburish)	1	1	20,000	\$ 20,000.00
Construction	1	1	188,750	\$188,750.00
TOTAL BASE BID				\$225,000.00

Company Name American Ramp Company

Total Base Bid for Project Number: 22-391-201

\$ 225,000.00

In the blank above insert numbers for the sum of the bid.

(\$ Two-hundred and twenty-five thousand dollars and zero cents)

In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 22-391-201
CONTINUED**

Company Name American Ramp Company

By 
Authorized Person's Signature

American Ramp Company
Print or type name and title of signer

Company Address 601 S. McKinley Ave.
Joplin, MO 64801

Phone 417-206-6816

Fax 417-206-6888

Email @americanrampcompany.com

Date 1-28-2022

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

100 Municipal Circle · Raymore, MO. 64083
Phone · 816-892-3045 · Fax · 816-892-3093



ADDENDUM NO. 1

Skate Park Replacement
Project #22-391-201

All plan holders are hereby notified and agree by signature below, that the proposal includes consideration of the following changes, amendments, and/or clarifications and costs associated with these changes and are included in the proposal.

Addendum No. 1 - BID OPENING DATE CHANGE Question and clarification.

1. Question: Will the trees need to be removed?

Response: Depends on the design. If they need to be removed, they can be.

2. Question: Is water and electricity at the site?

Response: Yes water and electricity are both available on the property.

Bid opening date has changed to February 9, 2022 at 10:00 am.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 3, 2022 at 5 p.m.

I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: American Ramp Company

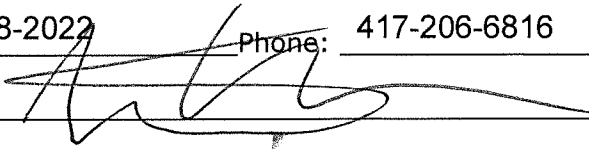
By: Nathan Bemo

Title: President

Address: 601 S. McKinley Ave.

City, State, Zip: Joplin, MO 64801

Date: 02-08-2022 Phone: 417-206-6816

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared Nathan Bemo who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Nathan Bemo, President

Company: American Ramp Company

Address: 601 S. McKinley Ave., Joplin, MO 64801

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-391-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

American Ramp Company

Company Name

[Handwritten Signature]

Signature

Name: Nathan Bemo

Title: President

STATE OF MISSOURI COUNTY OF JASPER

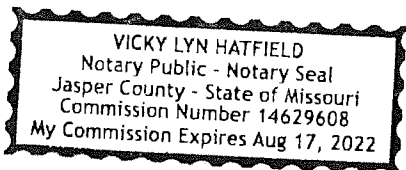
Subscribed and sworn to before me this 8th day of February, 2022.

Notary Public: *[Handwritten Signature]*

My Commission Expires: August 17th 22 Commission # 14629608

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.





RFP - 22-391-201
Skate Park Replacement
Design/Build

RAYMORE, MISSOURI



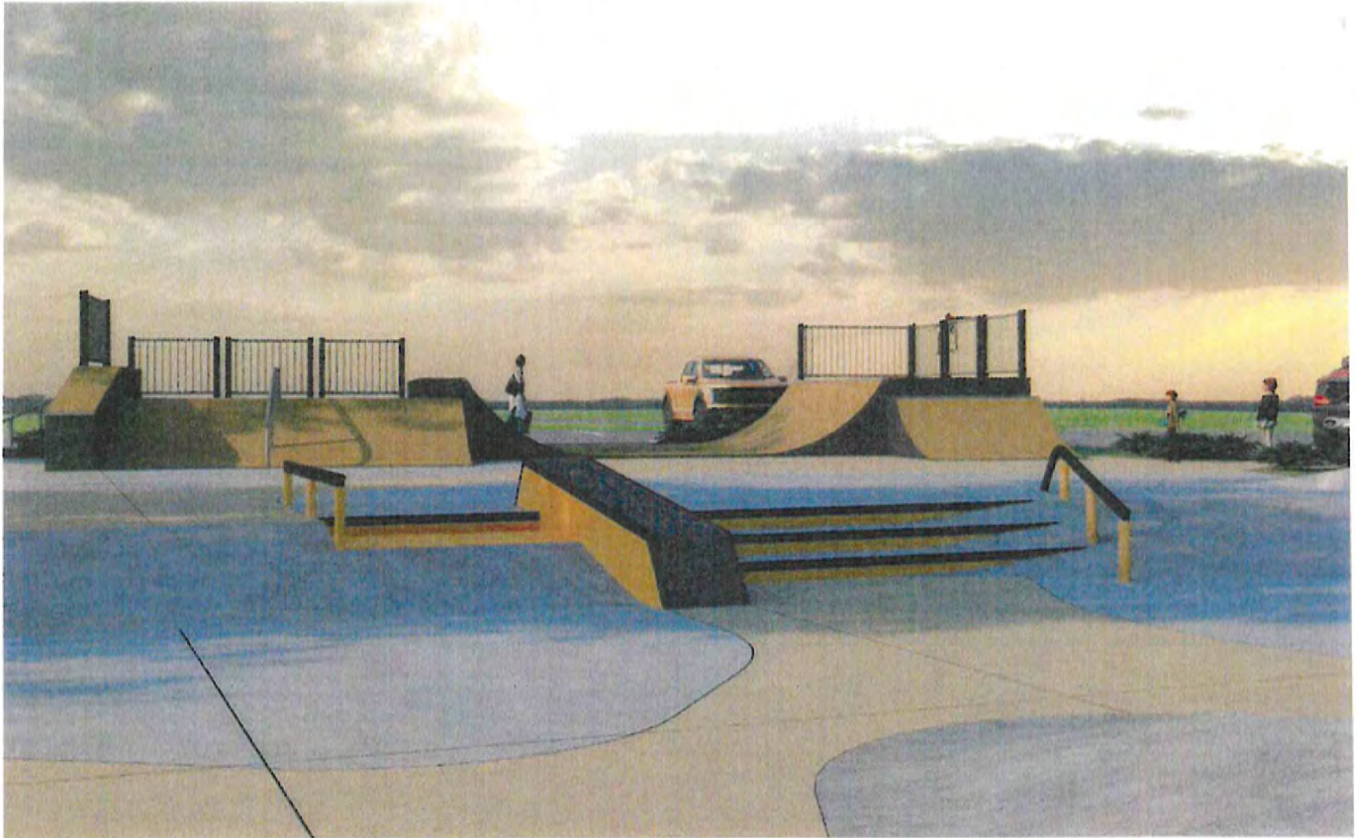
601 S. McKinley Ave.
Joplin, MO 64801
Contact: Evan Moss
evan@americanrampcompany.com
417-206-6816

CONCEPTUAL DESIGN - PHASE 1 & 2

Our design proposal brings over the most popular components from the existing skatepark, and molds it together with a premier custom pour in place concrete skatepark. This design incorporates an even blend of street and transition style elements. We have also taken adaptive users into consideration with mellow bank ramps and a rail that extends to the ground.



CONCEPTUAL DESIGN - PHASE 1



CONCEPTUAL DESIGN - PHASE 2



CONCEPTUAL DESIGN - TOPVIEW PHASES 1 & 2



CREATING ADAPTIVE USE SPACES

Aaron is an extreme wheelchair athlete who performs tricks adapted from skateboarding and BMX. Aaron was born with Spina Bifida, a birth defect of the spinal cord, which resulted in him having no use of his legs. Aaron started riding at skateparks at the age of 8 when his older brother Brian, a BMXer, said he should drop in. He had been going to the park with Brian and their dad for weeks, but Aaron would just watch from behind the fence. The first time was scary, and he fell hard, but he was never one to give up just because it wasn't easy. So, he tried again and from then on he was hooked. Aaron has a passion for encouraging and inspiring the next generation of wheelchair athletes.

American Ramp Company has teamed up with Aaron to make skateparks more accessible for adaptive use riders. Aaron understands the subtle design considerations that make the difference of an inclusive space offering something for everyone. These are concepts that we are excited to bring to the Raymore skatepark in their efforts to create open spaces that are accessible to all users.



Aaron "Wheelz" Fotheringham



GRIND RAIL DESIGNED FOR ADAPTIVE USE



Raymore, MO Skatepark | RFP Questions Response

The submitted skatepark design will need to be finalized based off input from both the city and skate community. Our concept we provided was based off initial input from city staff. We are comfortable revising our design to better suit the needs of the skate community. Our responses include information on utilizing existing equipment from the original skatepark but can be revised if this is no longer the desired option. The overall goal is to keep administrative costs low to ensure as much funding goes into the actual construction of the skatepark as possible. We want to construct a skatepark that the skate community wants to skate, and that ultimately the City of Raymore can be proud of. We appreciate being considered for this project and hope to be working with you soon!

1. Provide a list of basic materials to be used in the project? For example: Skatelite, Concrete Thickness & reinforcement methods. Include life expectancy of the materials.

With this project being design/build we can work to utilize the existing equipment from the original skatepark or have the entire skatepark be concrete, based off the overall vision of the city and skate community. Items a-e are materials that will be used if the city decides to use existing equipment, along with items e-g. If the city would rather construct an all concrete skatepark, the materials will only consist of items e-g.

- a. Skatelite Pro (phenolic skate surfacing) – premium skatepark surface for ramp surfacing
- b. Pressure Treated Lumber – Treated lumber for needed replacements to platform and structural framing to increase longevity and resistance to moisture.
- c. Marine Grade Plywood – Used for underlayment of Skatelite surface allowing skatelite to wear less and last longer. Using marine-grade plywood increases the longevity and moisture resistance of the substrate layer
- d. Galvanized Decking Screws – increases resilience to rust and corrosion.

Specialty Concrete construction

- e. Metals
 - i. #4 Rebar – Concrete reinforcement for flat decks and specialty and transition features.
 - ii. Coping – reinforced steel tubing designed to prevent break-away.
 - iii. Edging – Steel edging designed to protect concrete edges, provide longevity, and optimize features for skateboard use.
 - iv. Rails – Specialty reinforced rails are constructed to prevent rail-sag over time unlike standard steel tubing.
- f. Concrete
 - i. 4" thick concrete decking (skatepark specialty finish smooth not slick).

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



- ii. Specialty feature concrete – 6” shotcrete application to transition features and specialty features, hand trowel skate finish (smooth not slick).
- iii. Colored concrete – integral color, acid stain, or topical color per color plan.
- g. Other Materials
 - i. Select Structural Fill – if deemed necessary based on soil conditions
 - ii. Crushed limestone

2. Provide a price breakdown of the project?

Below breakdown includes utilization of ramps from existing skatepark. If this is not the desired outcome of the city/skate community, that budget line will be added to the concrete construction.

- a. Mobilization, Bonds, and Insurance - \$11,250.00
- b. Design - \$5,000.00
 - i. Finalization of design with requested changes and necessary construction documents needed to construct the skatepark.
- c. Equipment (move/refurbish) - \$20,000.00
 - i. As requested by the city to increase the footprint of phase 1. If this is not the ideal direction of the skaters, this can be modified to be a concrete section.
- d. Concrete Construction - \$188,750.00
 - i. We are able to put most of the budget into the hard costs of the new concrete skatepark development.

3. Provide a detailed description of the warranty?

- a. Attached are both warranties for the concrete construction and refurb of existing equipment.

4. If utilizing any existing equipment for the current facility, please provide a description on how the pieces will be refurbished?

- a. The halfpipe feature will be disassembled in sections and relocated to the new site.
- b. Framework will be replaced as needed.
- c. Subsurface and Skatelite will be replaced.

5. Do you take trade-in on the current facility pieces if not being used?

- a. Unfortunately, we do not have a trade-in option. However, we have worked with cities in the past to help sell their old skatepark equipment to other cities. We can help to value these ramps for advertising and sale if that is the city’s intent.

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Warranty Statement

Cast-in-place Concrete/ Shotcrete

- **1-year limited on all concrete & shotcrete surfaces**

Begins on the date of final project delivery or when the on-site work is complete, under the condition that the skatepark has no defect in material and/or workmanship. Warranty items covered include:

1. Spalling attributed to improper floating, finishing, water content or curing methods.
2. Compression strength less than required by the specifications.
3. Surface cracking greater than the width of two quarters.

Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

Exceptions to Warranty

Concrete by its inherent characteristics develop hairline checks, cracks, discolor, and stain, and therefore will not be covered by this warranty except when such checks or cracks exceed the thickness of two quarters. Damage caused by surface or subterranean drainage under or around said concrete or earth fill movement or expansive soil, explosions, wrecking, and the like. Damage caused by improper landscape drainage, stopped up drain, excessive humidity, or commercial vehicular traffic on flatwork. Damage caused by premature use of the concrete surface by foot traffic, furniture, equipment, or vehicles. Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the skatepark unless approved in writing by American Ramp Company.

Disclaimer of Consequential Damages

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

Safety

Skatepark surfaces should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

Nothing contained herein shall be construed as extending or otherwise increasing or modifying the obligation of Western Surety Company, the surety of American Ramp Company, Inc., other than the one-year guarantee as to materials and workmanship provided by Western Surety Company with respect to any claim by purchaser for defective work or materials under applicable law. Surety's obligation shall be limited to that set forth in its agreement and American Ramp Company, Inc. and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between surety and purchaser.

Purchaser: _____

ARC Representative: _____

Date: _____

601 McKinley
Joplin, MO 64801
Toll-free 877-RAMP-778
Local 417-206-6816
Fax 417-206-6888
sales@americanrampcompany.com



Warranty

Project: Raymore, MO Skatepark
Substantial Completion: Summer 2022

American Ramp Company warrants that all labor and materials will be free from defects due to defective materials or workmanship for a period of 1 year from Substantial Completion.

Nothing contained herein shall be construed as extending or otherwise increasing or modifying the obligation of any surety of American Ramp Company, other than the one-year guarantee as to materials and workmanship provided by this surety with respect to any claim by purchaser for defective work or materials under applicable law. Surety's obligation shall be limited to that set forth in its agreement and American Ramp Company and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between surety and purchaser.



Raymore Parks and Recreation Board Agenda Item Information Form

Department Division: P&R Administration
Submitted By: Nathan Musteen
Date: March 22, 2022

<input type="checkbox"/>	Discussion Item	<input checked="" type="checkbox"/>	Action Item
<input type="checkbox"/>	Council Recommendation	<input type="checkbox"/>	Presentation

Title / Issue / Request:

Award of Contract - TruGreen

Background / Justification:

Staff solicited proposals for the fertilization program at City facilities including Centerview, the RAC and Municipal Circle. This contract is a joint contract between the Parks and Recreation Department and the Buildings and Grounds Department.

Two proposals were received.

TruGreen - \$5,182.59

BigGreen - \$4,767.00

Financial Impact:

Amount: \$5,182.59 annually

Staff Recommendation:

Staff recommends award of contract to TruGreen Limited Partnership.

Attachments:

1. Bill 3704
2. Contract
3. Bid Proposal

BILL 3704

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUGREEN LIMITED PARTNERSHIP TO PROVIDE FERTILIZATION SERVICES AT MUNICIPAL FACILITIES.”

WHEREAS, the City utilizes a contracted fertilization company to provide seasonal fertilization and grub control; and

WHEREAS, the staff publicly advertised for fertilization of city facilities; and

WHEREAS, staff reviewed the proposals submitted and found that the proposal of TruGreen Limited Partnership was the best of the proposals submitted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with TruGreen Limited Partnership to provide fertilization services for city facilities.

Section 2. The City Manager and City Clerk are authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 28TH DAY OF MARCH, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Wills-Scherzer
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Fertilization Program

Agreement made this _____ day of _____, 2022, between Trugreen Limited Partnership, an entity organized and existing under the laws of the State of Missouri with its principal office located at 5455 Lee's Summit Rd, Lee's Summit, MO 64064, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____, 2022 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials/supplies as specified in RFP # 22-009 and the Standard Contract Terms and Conditions in Appendix B, and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP # 22-009 and the Scope of Services attached as Appendix A,

including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND TERM

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for supplies delivered. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right of non payment for services not rendered.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

ARTICLE V
INSURANCE REQUIREMENTS

Contractor shall provide a certificate of insurance to the City before commencing the work described in the scope of services in the amounts listed in the Standard Contract Terms and Conditions. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII
TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX
ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X
WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE XI
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES

The City of Raymore would like to contract our lawn fertilization program. Three facilities are to be included in the program: City Hall, Centerview and the Raymore Activity Center.

The following scope of work is a guide for the services desired at all three locations.

Application	Timeframe	Description
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)
4	June - July	Grub Control treatment
5	July - August	Weed Control (Broadleaf weed and other summer weeds)
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds

Additional Notes:

- Contractors are responsible for accurate measurements and quantities.
- Within the program bid documents, contractors should indicate a liquid or granular fertilizer and other additional details associated with their program / product.
- The native planting area south of the Centerview building should be excluded from any applications.

City Hall - 100 Municipal Circle



Centerview - 227 Municipal Circle



Raymore Activity Center - 1011 S Madison



Appendix B General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks Director or their authorized representative. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Contractor agrees to perform fertilization services as prescribed in the RFP document. This contract is for services provided in an eight month (8 month) period beginning May 1, 2022 and ending December 31, 2022. This term shall automatically extend for two additional one-year (12 month) periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Invoices to be paid within 30 days of receipt.

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Parks Director, or designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Parks Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational License" required of all contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become an open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Affidavit of Work Authorization and Documentation*

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A
RFP 22-009

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Stacey Steink, having authority to act on behalf of (Company name) TruGreen Limited Partnership do hereby acknowledge that (Company name) TruGreen will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: TruGreen Limited Partnership

ADDRESS: 5455 Lee's Summit Rd Lee's Summit, Mo 64064
Street

ADDRESS: Lee's Summit Mo 64064
City State Zip

PHONE: 816-214-0597

E-MAIL: Stacey.Steink@gmail.com

DATE: 3-2-2022 (Month-Day-Year) Stacey Steink / Commercial Sales Manager Signature of Officer/Title

DATE: _____ (Month-Day-Year) _____ Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Entethe Cityise)
- WBE (Women Owned Entethe Cityise)
- Small Business

PROPOSAL FORM B
RFP 22-009

CONTRACTOR DISCLOSURES

The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No
 5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes ___ No
 6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes ___ No
 7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes ___ No
 8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes ___ No
- *With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
 10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

1. The Firm possesses all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

PROPOSAL FORM C
RFP 22-009

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	<i>Peterson Companies</i>
ADDRESS	
CONTACT PERSON	<i>Brian Stayton</i>
CONTACT EMAIL	<i>bstayton@Petersoncompanies.com</i>
TELEPHONE NUMBER	<i>816-963-8124</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>\$7000</i>

COMPANY NAME	<i>Sodexo Grandview School District</i>
ADDRESS	
CONTACT PERSON	<i>Ben Ridgley</i>
CONTACT EMAIL	<i>benjamin.ridgley@sodexo.com</i>
TELEPHONE NUMBER	<i>816-541-1731</i>
PROJECT, AMOUNT AND DATE COMPLETED	<i>30,000</i>

COMPANY NAME	Raytown School District
ADDRESS	5911 Blue Ridge Blvd Raytown Mo
CONTACT PERSON	Josh Hustad
CONTACT EMAIL	Josh.hustad@raytownschools.org
TELEPHONE NUMBER	816-268-7160
PROJECT, AMOUNT AND DATE COMPLETED	\$16,808

COMPANY NAME	City of Grandview
ADDRESS	1200 Main St
CONTACT PERSON	Andy Larson
CONTACT EMAIL	alarson@grandview.org
TELEPHONE NUMBER	816-401-4365
PROJECT, AMOUNT AND DATE COMPLETED	\$2000

COMPANY NAME	City of Gladstone
ADDRESS	7010 W Holmes
CONTACT PERSON	Matt Adams
CONTACT EMAIL	matt@gladstone.mo.us
TELEPHONE NUMBER	816-985-3730
PROJECT, AMOUNT AND DATE COMPLETED	\$25,319

State the number of Years in Business: 48

State the current number of personnel on staff: 10,000 Nation Wide

PROPOSAL FORM D

RFP 22-009

Proposal of Trugreen Limited Partnership organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Trugreen (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-009- Beverage Vending and Supply.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 22-009

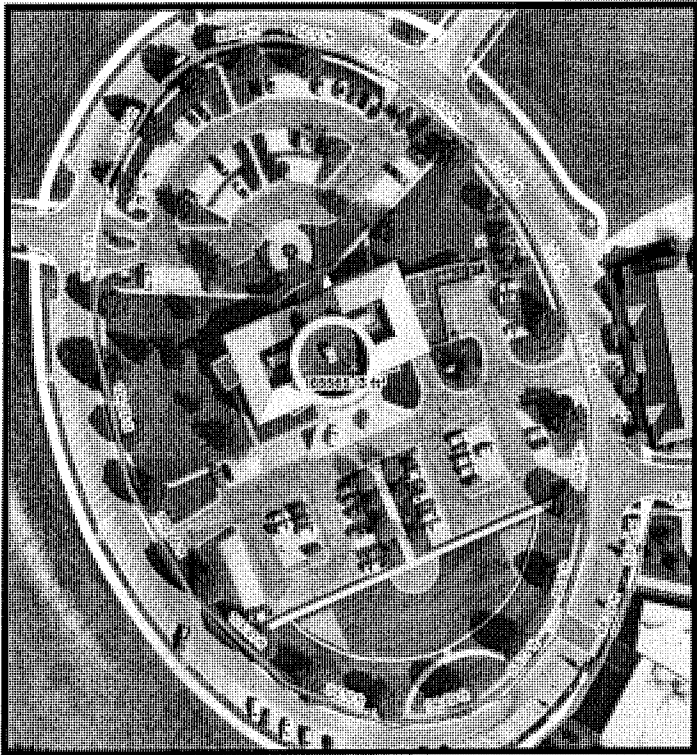
Fertilization Program

City Hall (100 N. Municipal Circle)

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	230.62
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	230.62
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	230.62
4	June - July	Grub Control treatment	230.62
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	230.62
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	230.62
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	230.62

TOTAL: \$16,143.4

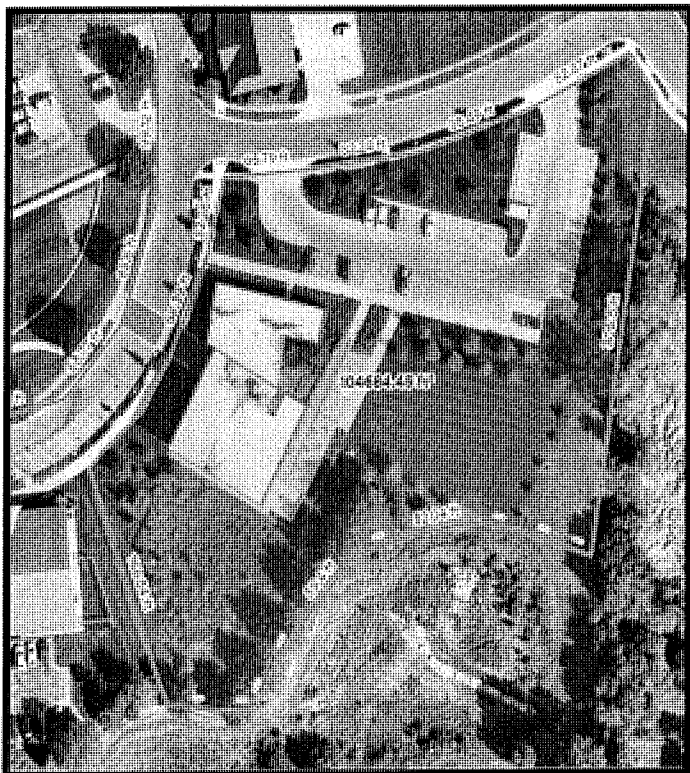
Additional Notes or Explanation



Centerview (227 Municipal Circle)

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	125
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	125
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	125
4	June - July	Grub Control treatment	125
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	125
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	125
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	125

TOTAL: \$875

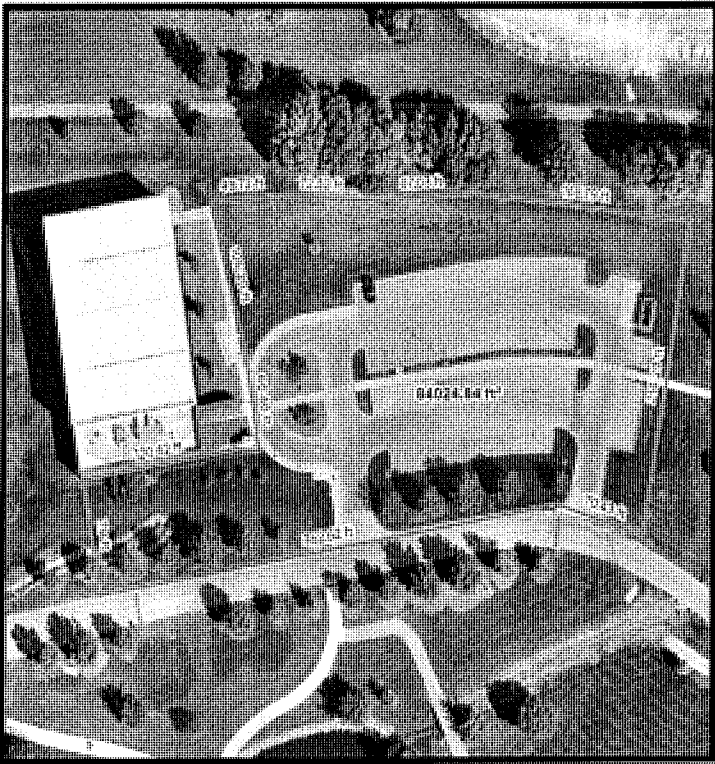


Additional Notes or Explanation

Raymore Activity Center (1011 South Madison)

Application	Timeframe	Description	Price
1	February - April	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	384.75
2	April - May	Fertilizer Pre-Emergent Weed Control (Broadleaf weed, crabgrass & other annual weeds)	384.75
3	June - July	Slow Release Fertilizer Weed Control (Broadleaf weed and other annual weeds)	384.75
4	June - July	Grub Control treatment	384.75
5	July - August	Weed Control (Broadleaf weed and other summer weeds)	384.75
6	September - October	Fall Fertilizer (promotes new growth & summer recovery) Weed Control (Broadleaf weed and other annual weeds)	384.75
7	November - December	Winterizer (promotes stronger roots and winter hardiness) Spot treatment of any weeds	384.75

TOTAL: \$2693.25



Additional Notes or Explanation

**BID PROPOSAL FORM E – RFP 22-009
CONTINUED**

**City of Raymore Fertilization Program
Bid Summary**

Company Name Trugreen Limited Partnership

Total of all three addresses for Project Number: 22-009

\$ 5182.59

In the blank above insert numbers for the sum of the bid.

(\$ _____)

In the blank above write out the sum of the bid.

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared 3-3-2022, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Trugreen

Company: Trugreen Limited Partnership

Address: 545 Lee's Summit Rd, Lee's Summit MO 64064

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #22-009.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

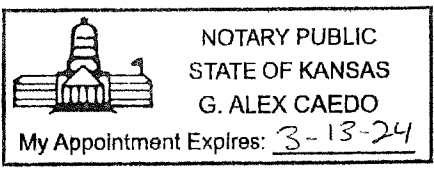
4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Trugreen Limited Partnership
Company Name

Stacey Steinke
Signature

Name: Stacey Steinke

Title: Commercial Manager



STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 3 day of March, 2022.

Notary Public: G. Alex Caedo

My Commission Expires: 03-13-2024 Commission # _____

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.



MISCELLANEOUS ITEMS

- *February 22, 2022 - Work Session Notes*
- *Financial Report - As of February 28, 2022*



**Work Session Notes
Raymore Parks and Recreation Board**

**Tuesday, February 22, 2022
6:00pm**

**Executive Conference Room
Raymore City Hall
100 Municipal Circle
Raymore, Missouri 64083**

Members Present: Chairman Trautman; Members Casas, Collier, Clark, Manson, Mapes and Scott. Members Bartow and Cooper were absent

Director Musteen, Superintendent Gibbs and Superintendent Rulo were present.

The meeting was called to order at 6:00pm.

1. Skate Park Proposal Review

Director Musteen briefly outlined the process of the work session as the meeting was moved to Council Chambers to accommodate guests in the audience.

Two proposals were passed out for Board review and comments. Director Musteen noted that questions were being collected that staff could ask regarding each proposal and that he would try to have answers before the next session. Musteen also reminded the Board that the request was for a two phase project with phase one being a completed project in the event phase two is several years away.

Member Mapes commented extensively on both proposals listing pros and cons of each. Member Mapes also noted that although he understands the need for a two phase project due to budget constraints, he is not in favor of the idea.

2. Project and Department Updates

Director Musteen gave a brief overview of project status and stated that staff would elaborate more during staff reports in the upcoming business meeting.

3. Adjournment - 6:49pm

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: FEBRUARY 28TH, 2022

25 -PARK FUND

FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PARKS DIVISION

PROPERTY TAXES	0.00	0.00	0.00	453,391.00	10,158.22	449,276.62	0.00	4,114.38	99.09
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	69.63	585.96	0.00	12,093.04	4.62
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	1,005.00	2,710.00	0.00	9,565.00	22.08
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	150,000.00	0.00	300,000.00	33.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	48,732.85	602,572.58	0.00	325,772.42	64.91

RECREATION DIVISION

CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	(64.50)	20.50	0.00	59,979.50	0.03
FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	(172.50)	1,427.50	0.00	50,422.50	2.75
PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	41,205.00	71,415.00	(195.00)	156,030.00	31.34
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	40,968.00	72,863.00	(195.00)	266,432.00	21.43

CENTERVIEW

FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	1,367.50	9,939.39	0.00	53,935.61	15.56
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	(245.00)	1,765.00	0.00	7,835.00	18.39
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	1,122.50	11,704.39	0.00	61,770.61	15.93

RAYMORE ACTIVITY CENTER

MISCELLANEOUS	0.00	0.00	0.00	1,500.00	264.00	954.00	0.00	546.00	63.60
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	(7.50)	(6.00)	0.00	4,006.00	0.15-
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	230.00	1,340.00	0.00	23,485.00	5.40
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	6,946.00	21,302.00	0.00	176,288.00	10.78
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	227,915.00	7,432.50	23,590.00	0.00	204,325.00	10.35

TOTAL REVENUES	0.00	0.00	0.00	1,568,835.00	98,255.85	710,729.97	(195.00)	858,300.03	45.29
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EXPENDITURE SUMMARY

PARKS DIVISION	192.00	0.00	192.00	892,337.50	63,071.80	256,588.55	2,227.04	633,521.91	29.00
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	26,518.77	81,701.08	0.00	259,062.42	23.98
CENTERVIEW	125.00	125.00	0.00	96,106.00	3,740.26	18,092.53	1,423.99	76,589.48	20.31
RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,231.65	63,469.30	362.56	169,550.64	27.35
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	110,562.48	419,851.46	4,013.59	1,138,724.45	27.13

REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	6,245.50	(12,306.63)	290,878.51	(4,208.59)	(280,424.42)	4,590.02
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25 -PARK FUND

REVENUES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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NON-DEPARTMENTAL

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MISCELLANEOUS

TRANSFERS - INTERFUND

PARKS DIVISION

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PROPERTY TAXES

25-4010-0000 REAL ESTATE PROPERTY TAX	0.00	0.00	0.00	384,137.00	4,572.84	380,304.59	0.00	3,832.41	99.00
25-4020-0000 PERSONAL PROPERTY TAX	0.00	0.00	0.00	69,254.00	5,585.38	68,972.03	0.00	281.97	99.59
TOTAL PROPERTY TAXES	0.00	0.00	0.00	453,391.00	10,158.22	449,276.62	0.00	4,114.38	99.09

MISCELLANEOUS

25-4350-0000 INTEREST REVENUE	0.00	0.00	0.00	11,500.00	69.63	585.96	0.00	10,914.04	5.10
25-4370-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,179.00	0.00	0.00	0.00	1,179.00	0.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	12,679.00	69.63	585.96	0.00	12,093.04	4.62

FACILITY RENTAL REVENUE

25-4710-0000 PARK RENTAL FEES	0.00	0.00	0.00	12,275.00	1,005.00	2,710.00	0.00	9,565.00	22.08
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	1,005.00	2,710.00	0.00	9,565.00	22.08

TRANSFERS - INTERFUND

25-4901-0000 TRANSFER FROM GENERAL FUN	0.00	0.00	0.00	100,000.00	8,333.33	33,333.32	0.00	66,666.68	33.33
25-4947-0000 TRANSFER FROM PARK SALES	0.00	0.00	0.00	350,000.00	29,166.67	116,666.68	0.00	233,333.32	33.33
TOTAL TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	150,000.00	0.00	300,000.00	33.33

TOTAL PARKS DIVISION

TOTAL PARKS DIVISION	0.00	0.00	0.00	928,345.00	48,732.85	602,572.58	0.00	325,772.42	64.91
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RECREATION DIVISION

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PROPERTY TAXES

MISCELLANEOUS

CONCESSION REVENUE

26-4700-0000 CONCESSION	0.00	0.00	0.00	60,000.00	(64.50)	20.50	0.00	59,979.50	0.03
TOTAL CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	(64.50)	20.50	0.00	59,979.50	0.03

25 -PARK FUND

REVENUES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>FACILITY RENTAL REVENUE</u>									
26-4710-0000 RENTAL FEES	0.00	0.00	0.00	51,850.00	(172.50)	1,427.50	0.00	50,422.50	2.75
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	(172.50)	1,427.50	0.00	50,422.50	2.75
<u>PROGRAM REVENUE</u>									
26-4715-1600 PROGRAM - LEAGUE MISC	0.00	0.00	0.00	19,500.00	8,025.00	14,265.00	(130.00)	5,365.00	72.49
26-4715-1610 PROGRAM - BASEBALL/SOFTBA	0.00	0.00	0.00	85,250.00	11,807.50	16,570.00	0.00	68,680.00	19.44
26-4715-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	0.00	0.00	2,855.00	0.00	(2,855.00)	0.00
26-4715-1620 PROGRAM - SOCCER	0.00	0.00	0.00	70,000.00	17,052.50	26,715.00	(65.00)	43,350.00	38.07
26-4715-1625 PROGRAM - ADULT SOFTBALL	0.00	0.00	0.00	16,200.00	900.00	900.00	0.00	15,300.00	5.56
26-4715-1635 PROGRAM - INSTRUCTIONAL	0.00	0.00	0.00	1,500.00	900.00	2,600.00	0.00	(1,100.00)	173.33
26-4715-1640 PROGRAM - TINY SPORTS	0.00	0.00	0.00	13,500.00	2,205.00	6,005.00	0.00	7,495.00	44.48
26-4720-0000 SPECIAL EVENT CONTRIBUTIO	0.00	0.00	0.00	21,300.00	315.00	1,505.00	0.00	19,795.00	7.07
TOTAL PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	41,205.00	71,415.00	(195.00)	156,030.00	31.34
TOTAL RECREATION DIVISION	0.00	0.00	0.00	339,100.00	40,968.00	72,863.00	(195.00)	266,432.00	21.43

CENTERVIEW

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MISCELLANEOUS

<u>FACILITY RENTAL REVENUE</u>									
27-4710-0000 RENTAL FEES	0.00	0.00	0.00	63,875.00	1,367.50	9,939.39	0.00	53,935.61	15.56
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	1,367.50	9,939.39	0.00	53,935.61	15.56
<u>PROGRAM REVENUE</u>									
27-4715-1600 PROGRAMS-MISC	0.00	0.00	0.00	9,600.00	(245.00)	1,765.00	0.00	7,835.00	18.39
TOTAL PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	(245.00)	1,765.00	0.00	7,835.00	18.39
TOTAL CENTERVIEW	0.00	0.00	0.00	73,475.00	1,122.50	11,704.39	0.00	61,770.61	15.93

RAYMORE ACTIVITY CENTER

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MISCELLANEOUS

28-4370-0000 MISCELLANEOUS REVENUE	0.00	0.00	0.00	1,500.00	264.00	954.00	0.00	546.00	63.60
TOTAL MISCELLANEOUS	0.00	0.00	0.00	1,500.00	264.00	954.00	0.00	546.00	63.60

CONCESSION REVENUE

28-4700-0000 CONCESSION	0.00	0.00	0.00	4,000.00	(7.50)	(6.00)	0.00	4,006.00	0.15-
TOTAL CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	(7.50)	(6.00)	0.00	4,006.00	0.15-

FACILITY RENTAL REVENUE

28-4710-0000 RENTAL FEES	0.00	0.00	0.00	24,825.00	230.00	1,340.00	0.00	23,485.00	5.40
TOTAL FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	230.00	1,340.00	0.00	23,485.00	5.40

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: FEBRUARY 28TH, 2022

25 -PARK FUND

PARKS DIVISION

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
25-5010-0000 SALARIES/WAGES	0.00	0.00	0.00	427,656.00	31,936.45	129,069.96	0.00	298,586.04	30.18
25-5020-0000 FICA	0.00	0.00	0.00	33,931.00	2,445.08	9,877.36	0.00	24,053.64	29.11
25-5030-0000 UNEMPLOYMENT	0.00	0.00	0.00	480.00	0.00	9.89	0.00	470.11	2.06
25-5040-0000 GROUP INSURANCE	0.00	0.00	0.00	89,390.00	6,377.92	25,525.66	0.00	63,864.34	28.56
25-5045-0000 LAGERS	0.00	0.00	0.00	67,082.00	4,815.77	19,234.02	0.00	47,847.98	28.67
25-5050-0000 OVERTIME	0.00	0.00	0.00	15,889.00	1,447.57	5,722.69	0.00	10,166.31	36.02
25-5060-0000 WORKERS COMP	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,309.00</u>	<u>0.00</u>	<u>2,373.75</u>	<u>0.00</u>	<u>6,935.25</u>	<u>25.50</u>
TOTAL PERSONNEL	0.00	0.00	0.00	643,737.00	47,022.79	191,813.33	0.00	451,923.67	29.80
<u>COMMODITIES</u>									
25-6065-1250 EQUIPMENT & FIXTURES-PARK	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00
25-6070-1250 FUEL/OIL	0.00	0.00	0.00	10,892.00	479.10	2,388.78	0.00	8,503.22	21.93
25-6150-1010 OFFICE SUPPLIES	0.00	0.00	0.00	500.00	7.98	7.98	0.00	492.02	1.60
25-6260-1250 TOOLS/EQUIPMENT	0.00	0.00	0.00	1,200.00	0.00	215.99	0.00	984.01	18.00
25-6270-1010 UNIFORMS	0.00	0.00	0.00	225.00	0.00	282.00	0.00	(57.00)	125.33
25-6270-1250 UNIFORMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,567.50</u>	<u>0.00</u>	<u>3,622.46</u>	<u>0.00</u>	<u>2,945.04</u>	<u>55.16</u>
TOTAL COMMODITIES	0.00	0.00	0.00	25,384.50	487.08	6,517.21	0.00	18,867.29	25.67
<u>MAINTENANCE & REPAIRS</u>									
25-6400-1250 BUILDING MAINTENANCE	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
25-6410-1250 EQUIPMENT MAINTENANCE	0.00	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
25-6430-1250 GROUNDS MAINTENANCE	192.00	0.00	192.00	41,400.00	3,754.00	15,761.81	0.00	25,638.19	38.07
25-6430-1255 GROUNDS MAINT-TREES	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
25-6490-1010 VEHICLE MAINTENANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>538.95</u>	<u>861.47</u>	<u>0.00</u>	<u>(361.47)</u>	<u>172.29</u>
TOTAL MAINTENANCE & REPAIRS	192.00	0.00	192.00	50,400.00	4,292.95	16,623.28	0.00	33,776.72	32.98
<u>UTILITIES</u>									
25-6800-1010 ELECTRICITY	0.00	0.00	0.00	44,784.00	4,456.21	12,907.49	0.00	31,876.51	28.82
25-6810-1010 WATER	0.00	0.00	0.00	135.00	0.00	57.11	0.00	77.89	42.30
25-6850-1010 TRASH	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,200.00</u>	<u>0.00</u>
TOTAL UTILITIES	0.00	0.00	0.00	49,119.00	4,456.21	12,964.60	0.00	36,154.40	26.39
<u>CONTRACTUAL</u>									
25-7020-1010 ADVERTISING/LEGAL NOTICES	0.00	0.00	0.00	100.00	34.65	34.65	34.65	30.70	69.30
25-7090-1010 ED/TRAIN/SEMINAR	0.00	0.00	0.00	3,940.00	720.00	889.46	0.00	3,050.54	22.58
25-7090-1255 EDUCATION/TRAINING/SEMINA	0.00	0.00	0.00	605.00	115.00	398.00	0.00	207.00	65.79
25-7140-1250 EQUIPMENT RENTAL	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
25-7180-1010 INSURANCE	0.00	0.00	0.00	13,754.00	0.00	0.00	0.00	13,754.00	0.00
25-7210-1010 LEGAL SERVICES	0.00	0.00	0.00	800.00	0.00	0.00	0.00	800.00	0.00
25-7240-1010 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	7,050.00	458.53	805.42	0.00	6,244.58	11.42
25-7240-1250 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	0.00	109.18	109.18	0.00	(109.18)	0.00
25-7240-1255 MEALS/LODGING/MILEAGE	0.00	0.00	0.00	250.00	0.00	0.00	0.00	250.00	0.00
25-7250-1010 MEMBERSHIP DUES	0.00	0.00	0.00	1,950.00	935.00	935.00	0.00	1,015.00	47.95
25-7280-1010 MISCELLANEOUS EXP	0.00	0.00	0.00	220.00	30.00	46.55	0.00	173.45	21.16
25-7300-1010 COPIER EXPENSE	0.00	0.00	0.00	2,226.00	0.00	0.00	0.00	2,226.00	0.00
25-7320-1250 PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>44,000.00</u>	<u>918.58</u>	<u>11,484.55</u>	<u>2,192.39</u>	<u>30,323.06</u>	<u>31.08</u>
TOTAL CONTRACTUAL	0.00	0.00	0.00	76,895.00	3,320.94	14,702.81	2,227.04	59,965.15	22.02

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: FEBRUARY 28TH, 2022

25 -PARK FUND
 RAYMORE ACTIVITY CENTER

DEPARTMENTAL EXPENDITURES

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>									
28-5010-0000 SALARIES/WAGES	0.00	0.00	0.00	122,304.00	9,682.53	34,088.99	0.00	88,215.01	27.87
28-5020-0000 FICA	0.00	0.00	0.00	9,632.00	732.45	2,587.39	0.00	7,044.61	26.86
28-5030-0000 UNEMPLOYMENT	0.00	0.00	0.00	64.00	0.00	1.41	0.00	62.59	2.20
28-5040-0000 GROUP INSURANCE	0.00	0.00	0.00	8,499.00	810.34	3,241.93	0.00	5,257.07	38.14
28-5045-0000 LAGERS	0.00	0.00	0.00	8,778.00	443.21	1,789.15	0.00	6,988.85	20.38
28-5050-0000 OVERTIME	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,604.00</u>	<u>85.61</u>	<u>392.07</u>	<u>0.00</u>	<u>3,211.93</u>	<u>10.88</u>
TOTAL PERSONNEL	0.00	0.00	0.00	152,881.00	11,754.14	42,100.94	0.00	110,780.06	27.54
<u>COMMODITIES</u>									
28-6065-1010 EQUIPMENT & FIXTURES	0.00	0.00	0.00	1,000.00	293.20	293.20	0.00	706.80	29.32
28-6150-1010 SUPPLIES	0.00	0.00	0.00	750.00	137.21	217.83	66.56	465.61	37.92
28-6260-1600 TOOLS/EQUIP - LEAGUE MISC	0.00	0.00	0.00	600.00	94.21	94.21	0.00	505.79	15.70
28-6260-1605 TOOLS/EQUIP - DAY CAMP	0.00	0.00	0.00	3,680.00	0.00	620.34	0.00	3,059.66	16.86
28-6260-1615 TOOLS/EQUIP - BASKETBALL	0.00	0.00	0.00	600.00	0.00	194.75	0.00	405.25	32.46
28-6260-1630 TOOLS/EQUIP - MISC	0.00	0.00	0.00	800.00	0.00	0.00	0.00	800.00	0.00
28-6270-1010 UNIFORMS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>180.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>180.00</u>	<u>0.00</u>
TOTAL COMMODITIES	0.00	0.00	0.00	7,610.00	524.62	1,420.33	66.56	6,123.11	19.54
<u>MAINTENANCE & REPAIRS</u>									
28-6400-1010 BUILDING MAINTENANCE	0.00	0.00	0.00	1,750.00	52.77	134.04	930.00	685.96	60.80
28-6430-1010 GROUNDS MAINTENANCE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>800.00</u>	<u>0.00</u>
TOTAL MAINTENANCE & REPAIRS	0.00	0.00	0.00	2,550.00	52.77	134.04	930.00	1,485.96	41.73
<u>UTILITIES</u>									
28-6800-1010 ELECTRICITY	0.00	0.00	0.00	7,440.00	798.97	2,444.32	0.00	4,995.68	32.85
28-6820-1010 NATURAL GAS/PROPANE	0.00	0.00	0.00	3,240.00	1,206.59	1,917.76	0.00	1,322.24	59.19
28-6850-1010 TRASH	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>960.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>960.00</u>	<u>0.00</u>
TOTAL UTILITIES	0.00	0.00	0.00	11,640.00	2,005.56	4,362.08	0.00	7,277.92	37.47
<u>CONTRACTUAL</u>									
28-7060-1010 CONCESSION EXP - RAC	0.00	0.00	0.00	2,100.00	0.00	0.00	0.00	2,100.00	0.00
28-7300-1010 COPIER EXPENSE	0.00	0.00	0.00	1,154.00	5.73	259.75	65.75	828.50	28.21
28-7320-1010 PROFESSIONAL SERVICES	384.75	384.75	0.00	4,340.00	124.49	1,403.64	(384.75)	3,321.11	23.48
28-7330-1600 PROGRAM - LEAGUE MISC	0.00	0.00	0.00	6,550.00	0.00	96.00	0.00	6,454.00	1.47
28-7330-1605 PROGRAM - DAY CAMP	0.00	0.00	0.00	25,275.00	0.00	0.00	0.00	25,275.00	0.00
28-7330-1615 PROGRAM - BASKETBALL	0.00	0.00	0.00	8,432.50	2,764.34	12,922.52	0.00	(4,490.02)	153.25
28-7330-1630 PROGRAM - MISC	0.00	0.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00
28-7330-1645 PROGRAM - FITNESS	<u>315.00</u>	<u>315.00</u>	<u>0.00</u>	<u>7,350.00</u>	<u>0.00</u>	<u>770.00</u>	<u>(315.00)</u>	<u>6,895.00</u>	<u>6.19</u>
TOTAL CONTRACTUAL	699.75	699.75	0.00	58,701.50	2,894.56	15,451.91	(634.00)	43,883.59	25.24
<u>CAPITAL PROJECTS</u>									
TOTAL RAYMORE ACTIVITY CENTER	699.75	699.75	0.00	233,382.50	17,231.65	63,469.30	362.56	169,550.64	27.35
TOTAL EXPENDITURES	1,016.75	824.75	192.00	1,562,589.50	110,562.48	419,851.46	4,013.59	1,138,724.45	27.13
REVENUES OVER/(UNDER) EXPENDITURES	(1,016.75)	824.75	(192.00)	(1,562,589.50)	(110,562.48)	(419,851.46)	(4,013.59)	(1,138,724.45)	27.13

*** END OF REPORT ***